

- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

13. (The following clause is applicable when the leased space is in a building occupied by tenants or concessionaires in addition to the Government and if the total rental under this lease exceeds \$10,000 per year, or, at the sole election of the Government, if the total rental under this lease combined with the total rental under all other Federal Government leases of space in the building which the space covered by this lease is located exceeds \$10,000 per year, the lessor agrees to comply with the following provision:)

- (a) As used in this section, the term "facility" means stores, shops, restaurants, cafeterias, rest-rooms, and any other facility of a public nature in the building in which the space covered by this lease is located.
- (b) The lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, or national origin in furnishing, or by refusing to furnish to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby.
- (c) It is agreed that the lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance, the Government may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the lessor shall be liable for all excess costs of the Government in acquiring substitute space, including but not limited to the cost of moving to such space.
- (d) The lessor agrees to include, or to require the inclusion of, the foregoing provisions of this section (with the terms "lessor" and "lease" appropriately modified) in every agreement or concession pursuant to which any person other than the lessor operates or has the right to operate any facility. The lessor also agrees that it will take such action with respect to any such agreement as the Department may direct as a means of enforcing this section, including but not limited to termination of the agreement or concession.

14. The following paragraphs were deleted before execution: **10(a) and 10(b).**

15. The following paragraphs were added before execution: **16, 17, and 18.**

(Continued on next page)